



RENTING????

Here's some tips to help you!

Finding that place to live.....

As you are probably already aware, housing in Monterey County is both limited and expensive. Vacant units don't stay vacant long. Finding available housing in your price range can be frustrating and time consuming. The staff at the Housing Welcome Center stands ready to assist you during your transition. We maintain listings of available properties and can direct you to other sources available. The following information is provided to help you obtain the property you want and answer some commonly asked questions, and avoid any potential problems associated with renting a place to live.

Be prepared!

Being prepared for your interview with a new prospective landlord can make all the difference in getting the property you want. It's a good idea to have some of the items listed below readily available.

- ❑ Proof of employment (last 3 or 4 pay stubs) and proof of other income.
- ❑ Driver's license and ID card if applicable.
- ❑ References from past landlords. Don't be shy, ask for them! If you had a pet and the pet is well behaved and caused no damage

at your previous residence, ask your former landlord to mention that in your reference too!

- ❑ If you have a copy of a recent credit report take it with you.
- ❑ Be prepared to pay a credit check fee.
- ❑ Be honest, most landlords verify the information you provide. Screening applicants today means more than running a retail credit report. Most screening services offer report packages which provide data about eviction history, tenancy history and retail credit information. Some services can also verify previous tenancies and employment. If your relocating locally, invite them by your current home to see how you maintain it! (they love that one!)
- ❑ Have funds available for the security deposit. Typically, owner's will charge one month's rent as security deposit. However, in California the security deposit can be no more than three times the monthly rent if the unit is furnished and no more than two times the monthly rent if the unit is unfurnished. An additional waterbed deposit equal to one-half of one month's rent may be added to these limits.
- ❑ Check out the area where you are considering renting. Drive around during the day and after dark to see who is hanging around. If you see bars on many windows in the area you might want to consider calling the police department (non-emergency number) and ask for the crime statistics for that area.

Agreements/Leases

Under California law, the terms "rental agreement" and "lease" have the same meaning. In everyday usage, however, the term rental agreement normally denotes a periodic tenancy (i.e., a month-to-month tenancy). The term lease is normally used to denote a specific time period (six months or a year). California courts have held that all rental agreements are to be interpreted as contracts, all agreements

should be in writing. Setting forth the terms of the agreement in writing helps to avoid future disputes. Normally at the end of a lease you go to a month-to-month tenancy unless you sign another lease with the owner. **KEEP A COPY OF YOUR LEASE OR RENTAL AGREEMENT!**

Rent.

During the term of the lease an owner cannot raise your rent. However, it is not uncommon to have a rent increase at the end of your lease term. However, when you are in a month-to-month tenancy, the owner can raise your rent up to 10% with a 30-day notice. The Governor of California signed SB1745 (D-Burton), this bill, effective 1 January 2001, requires rental property owners to provide tenants a 60-day notice when the rent is increased more than 10 percent in any 12 month period.

Military Clause (Addendum to a Lease).

California Law does not have any provisions RELIEVING the military member from liability under a lease or rental agreement. The service member should ensure that the lease includes a "military Clause" in the rental contract. A "military Clause" allows a member of the Armed Forces of the United States to terminate their obligations, upon presenting documentation, on giving a thirty-day written notice of intent to vacate in the event of the following:

- ❑ Receiving permanent change of station orders from the area of the premises.
- ❑ Has been declared killed or missing in action, the spouse or executor may terminate the lease by providing the landlord with a written notice of termination to be effective on the date specified therein, but not less than 30 days.

- ❑ Separation from the Armed Services
- ❑ Leased the property prior to arrival and subsequently received orders of reassignment elsewhere.
- ❑ Receives temporary duty assignment to another location of sixty days or more.

Protect yourself and your assets.

Condition of Premises at Time of Move-in

Both owner and resident should have a documented description of the condition of the rental unit at the time the new resident moves into the unit. A good Move-in/Move-out form, completed by both parties involved in a walk-through at the time the resident moves in, will help identify any problems that might be disputed at a later date. This description, for example, will help prevent many misunderstandings over the security deposit at move-out time. Be very thorough, even if the landlord say "don't worry about that" write it down! If requested in advance, the Housing Welcome Center will provide a staff member to accompany you for these inspections. **KEEP A COPY FOR YOUR RECORDS!**

Furnishings Inventory.

If the unit is partially or completely furnished, residents should review and record the inventory with the owner. Note the condition of each item and provide a brief description. Record serial numbers of appliances provided. **KEEP A COPY FOR YOUR RECORDS!**

Renter's insurance should be as automatic as buying car insurance when you buy a car.

Renter's insurance is a wise precaution and can save you literally thousands of dollars. Although a landlord's insurance policy may cover the dwelling, your personal property is not normally insured.

Renter's insurance normally covers your personal property at the dwelling and sometimes your car's contents if it is broken into. Renter's often forget that while they may not have an ownership interest in their dwelling, they may still have a substantial investment in personal property and have liability exposure just like homeowners. What if you or your family cause damage to the property or the property of others due to fire, etc? What if your child would hit a baseball through the neighbor's imported stained glass window, or if your child were to leave his skateboard on the apartment stairwell, causing a visitor to fall and have injuries or your dog were to bite someone? You are liable! Renter's insurance normally does not cover flood, earthquake or war damage. Renter's insurance won't cover everything and you should take the time to read what is excluded. Despite the exclusions, generally speaking, it can be a bargain.

When it's time to move out.....

Terminating your tenancy can occur under voluntary or involuntary conditions. California state law requires a 30-day notice prior to vacating. In the situation that you decide to move from the premises here's some recommendations.

Provide the owner or his representative with a "written intent to vacate". It is recommended that you mail or deliver the written notice directly to the owner or his agent. If possible have your landlord acknowledge in writing the receipt of this notice. This action serves several purposes:

- ❑ The written notice prevents any misunderstanding about your intent, the date the notice was given, and the projected move-out date.
- ❑ The written notice serves as protection to the owner and the resident in case of holdover by the owner or the resident beyond the 30 days.
- ❑ The owner is protected if you change your mind and want to stay after the owner has rented the unit to other residents. The new residents may have incurred legal or financial expenses because of their move and may look to the owner for damages if possession is not timely and forthcoming.

The normal process for the surrender of the property at the end of the 30-day period would include return of the keys by the resident to the owner. **KEEP A COPY FOR YOUR RECORDS!**

NOTE: This is when the condition report and the written inventory you completed when you moved in become very important and can protect you from charges that are not appropriate.

Return of Security Deposit.

Security deposits cause more disputes between owners and residents than any other single subject. The problems arise when the resident does not receive the deposit when moving out or contests the amount deducted. Section 1950.5 of the civil Code, page 191, provides that within 21 days of the resident vacating the premises, the owner must account for the security deposit and refund any amounts remaining after deducting charges permitted by law. Such charges include:

- ❑ Compensation to the owner for defaults in payment of rent; Repair of damages to the premises, exclusive of ordinary wear and tear, caused by the resident or by a guest of the resident;

- ❑ Cleaning of the premises upon termination of tenancy; and,
- ❑ Defaults by the resident in any obligation under the rental agreement to restore, replace, or return personal property, exclusive of ordinary wear and tear, if the rental agreement allows this application